SERIAL 05127 C QUALIFYING BID, MEDIUM/HEAVY DUTY TRUCKS, 19,600# & UP (NIGP 07054)

DATE OF LAST REVISION: October 20, 2005 CONTRACT END DATE: October 31, 2008

CONTRACT PERIOD THROUGH OCTOBER 31, 2008

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for QUALIFYING BID, MEDIUM/HEAVY DUTY TRUCKS, 19,600# & UP (NIGP 07054)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 19**, **2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/ks Attach

Copy to: Clerk of the Board

Jim Hutchinson, Equipment Services Kathy Sicard, Materials Management

(Please remove Serial 00148-E from your contract notebooks)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a listing of qualified suppliers for certain vehicle categories as defined herein. Multiple awards (listing of qualified suppliers) will be made. At the time a requirement is identified, requests for quotation will be issued to each qualified supplier. Award(s) will be made to the supplier meeting specification and offering the lowest price. MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE COMPETITION. ANY SUPPLIERS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVIONS OF THIS AGREEMENT. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

SUPPLIERS SHALL COMPLY FULLY WITH ALL CONDITIONS OF THIS SOLICITATION, FOR INCLUSION ON THE LISTING OF QUALIFIED SUPPLIERS. INTERESTED FIRMS SHOULD UNDERSTAND THAT NO PRICING IS REQUESTED WITH YOUR REPLY TO THIS REQUEST FOR SOLICITATION. AT THE TIME A REQUIREMENT IS IDENTIFIED A REQUEST FOR QUOTATION WILL BE PROVIDED TO ALL SUPPLIERS LISTED ON THE LISTING OF QUALIFIED SUPPLIERS. EACH REQUEST FOR PRICING SHALL CLEARLY STATE A DUE DATE AND TIME FOR SUBMISSION.

PARTICIPANTS SHOULD UNDERSTAND THAT SECTION 2.0 TECHNICAL SPECIFICATIONS, SECTION 3.0 SPECIAL TERMS & CONDITIONS, SECTION 4.0 CONTRACT TERMS & CONDIIONS, AND SECTION 5.0 ADMINISTRATIVE INFORMATION ARE APPLICABLE TO THIS SOLICITATION AND THAT ALL REQUESTS FOR QUOTATION (RFQ) (FROM QUALIFIED SUPPLIER LISTING) AND ALL VENDOR RESPONSES TO THOSE REQUESTS FOR QUOTATION ARE SUBJECT TO THE SAME PROVISIONS.

2.0 TECHNICAL SPECIFICATIONS:

2.1 BIDDERS SHALL BE AUTHORIZED DISTRIBUTORS OF THE MAJOR COMPONENTS OF ANY SUBMISSION (PER SPECIFIC RFQ), AND SHALL BE CAPABLE AND AUTHORIZED PROVIDERS OF SERVICE AND WARRANTY REPAIRS TO THESE SAME COMPONENTS. BIDDERS SERVICE/WARRANTY FACILITY SHALL BE LOCATED IN THE PHOENIX METROPOLITAN AREA.

2.2 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.3 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.4 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.5 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.6 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.7 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.8 ORDER CUTOFF INFORMATION:

Contractors submitting quotations shall advise the County of all known order cutoff dates for the equipment/product specified in the Request for Quotes at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

The length of this contract shall be for a period of three (3) year from award date with option to extend.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.3.1 Compliance with specifications
- 3.3.2 Price
- 3.3.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 <u>INDEMNIFICATION</u>.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.7.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.7.3.2 Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677 (jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra hard copy of pricing. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.11.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.11.2 Pricing pages, MANDATORY (Attachment A)
- 3.11.3 Agreement page, MANDATORY (Attachment B)
- 3.11.4 References (Attachment C)

FREIGHTLINER STERLING WESTERN, 9600 W ROOSEVELT, TOLLESON, AZ 85353-9248

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER G	OV'T.	AGENCIES	MAY	USE	THIS	CONTR	ACT:	X	YES	NO

1.0 PRICING:

Pricing will be requested by way of request for quotation at the time a requirement is determined. All suppliers listed on the current qualified suppliers listing shall be provided a request for quotation. Each RFQ request shall clearly state a due date and time for submission. Responses received after the specified due date and the time shall be returned to the offerer.

Terms: Net 30

Vendor Number: W000004523 X

Telephone Number: 623-907-9900

Fax Number: 623-907-6401

Contact Person: Leroy Peterson

E-mail Address: lpeterson@fswaz.com

Company Web Site: www.fswaz.com

Certificates of Insurance Required

DON SANDERSON FORD-FLEET, 6400 N 51ST AVE, GLENDALE, AZ 85301

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES N	OTHER	GOV'T.	AGENCIES	MAY	USE	THIS	CONTRA	CT:	X	YES	NC
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Terms: Net 30

Vendor Number: W000003564 X

Telephone Number: 623-842-8600

Fax Number: 623-930-5966

Contact Person: Dave Harris

E-mail Address: <u>dharris@sandersonford.com</u>

Company Web Site: <u>www.sandersonford.com</u>

Certificates of Insurance Required

(Added 10/27/05) <u>ARIZONA TRUCK CENTER, INC., 2402 S 19TH AVE, PHOENIX, AZ 85009</u>

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T.	AGENCIES MAY	USE THIS CONTRACT:	X	YES	N(

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Terms: Net 30

Vendor Number: W000003473 X

Telephone Number: 602-258-4500

Fax Number: 602-258-5905

Contact Person: James Reed

E-mail Address: jimr@aztruck.com

Company Web Site: <u>www.aztruck.com</u>

Certificates of Insurance Required

(Added 10/27/05) <u>COURTESY CHEVROLET, 1233 E CAMELBACK RD, PHOENIX, AZ 85014</u>

PRICING SHEET C232003/B0604213 NIGP 07054

	OTHER GOV'T.	AGENCIES MAY	USE THIS CO	ONTRACT:	X	YES	NC
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Terms: Net 30

Vendor Number: W000004632 X

Telephone Number: 602-604-3040

Fax Number: 602-264-9230

Contact Person: Joe Pfeffer

E-mail Address: jpfeffer@houseofcourtesy.com

Company Web Site: www.houeseofcourtesy.com

Certificates of Insurance Required

FIVE STAR FORD-FLEET, 7100 E MCDOWELL RD, SCOTTSDALE, AZ 85257

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T	. AGENCIES	MAY	USE THIS	CONTRACT:	X	YES	NO

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Terms: Net 30

Vendor Number: W000001216 X

Telephone Number: 480-946-3900

Fax Number: 480-941-2556

Contact Person: Richard Lewis

E-mail Address: <u>rlewis@fivestarford.com</u>

Company Web Site: www.fivestarford.com

Certificates of Insurance Required

I-10 INTERNATIONAL TRUCKS, 2202 S CENTRAL AVE, PHOENIX, AZ 85004

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T	. AGENCIES	MAY	USE THIS	CONTRACT:	X	YES	NO

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Terms: Net 30

Vendor Number: W000002156 X

Telephone Number: 602-254-9241

Fax Number: 602-252-5301

Contact Person: Ken Nelson

E-mail Address: ken.nelson@i10international.com

Company Web Site: www.i10international.com

Certificates of Insurance Required

TOM JONES FORD LLLP, 23454 W HIGHWAY 85, BUCKEYE, AZ 85326

PRICING SHEET C232003/B0604213 NIGP 07054

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Terms: Net 30

Vendor Number: W000005124 X

Telephone Number: 623-386-4429

Fax Number: 623-386-2373

Contact Person: Wayne Bentley

E-mail Address: wbcommtrucks@yahoo.com

Company Web Site:

Certificates of Insurance Required

(Added 10/27/05) MIDWAY CHEVROLET, 2323 W BELL RD, PHOENIX, AZ 85023

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T	. AGENCIES	MAY	USE THIS	CONTRACT:	X	YES	NO

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Terms: Net 30

Vendor Number: W000003831 X

Telephone Number: 602-866-0102

Fax Number: 602-387-7521

Contact Person: Johnny Bhatt

E-mail Address: jbhatt@vtaig.com

Company Web Site:

Certificates of Insurance Required

RUSH TRUCK CENTERS OF ARIZONA, 2600 W MCDOWELL RD, PHOENIX, AZ 85009

PRICING SHEET C232003/B0604213 NIGP 07054

	OTHER GOV'T.	AGENCIES MAY	USE THIS CO	ONTRACT:	X	YES	NC
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Terms: Net 30

Vendor Number: W000005541 X

Telephone Number: 602-477-7600

Fax Number: 602-352-5729

Contact Person: David De Weerd

E-mail Address: deweerdd@rush-enterprises.com

Company Web Site: www.rush-enterprises.com

Certificates of Insurance Required

THOROBRED CHEVROLET, 2121 N ARIZONA AVE, PO BOX 400, CHANDLER, AZ 85225

PRICING SHEET C232003/B0604213 NIGP 07054

OTHER GOV'T.	AGENCIES MAY	USE THIS	CONTRACT:	X	YES	NO

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Terms: Net 30

Vendor Number: W000002189 X

Telephone Number: 480-899-0131

Fax Number: 480-732-0696

Contact Person: Jay Steinberger

E-mail Address: thorobredchevrolet@earthlink.net

Company Web Site: <u>www.thorbredchevrolet.com</u>

Certificates of Insurance Required